

REMARKS

In response to the Office Action mailed July 3, 2006, Applicants respectfully request reconsideration. To further the prosecution of this Application, Applicants submit the following remarks, have cancelled claims and have added new claims. The claims as now presented are believed to be in allowable condition.

Claims 1-3, 6-12, 15-19 and 22-31 were pending in this Application. By this Amendment, claims 19, 25 and 30 have been cancelled. Applicants expressly reserve the right to prosecute at least some of the cancelled claims and similar claims in one or more related Applications. Claims 32-34 have been added. Accordingly, claims 1-3, 6-12, 15-18, 22-24, 26-29, and 31-34 are now pending in this Application. Claims 1, 10 and 22 are independent claims.

Allowed Claims

Claims 23-31 were objected to as being dependent on a rejected base claim but were deemed allowable if rewritten in independent form to include all of the limitations of the base claim and any intervening claims.

Applicant reserves the right to amend the claims as described above until Applicant receives a reply to Applicant's request for reconsideration of claims 1, 10 and 22 herein, as well as consideration of added claims 32-34 as described below.

Rejections under §102 and §103

In the Office Action, claims 1-3, 6-7, 10-12, 15-16, 19 and 22 are rejected under 35 U.S.C. § 103(a) as being obvious in view of Walmsley and Gormish, and claims 1, 10, 19 and 22 are rejected under 35 U.S.C. § 103(a) as being obvious in view of Walmsley and Sekiya. These rejections are respectfully traversed.

Independent claims 1, 10 and 22 all recite that the module of the computerized device includes an externally readable memory pre-programmed

with vendor data and a first magic code, and further include the function of reading the memory of the module to obtain the vendor data and first magic code therefrom.

Walmsley is not seen to teach or suggest the above aspects of the independent claims. The encrypted value returned from the untrusted chip to the trusted chip (col. 24 lines 55-60) only comes to exist after the untrusted chip successfully compares two signatures, one of which is obtained by decrypting an encrypted signature received from the trusted chip as part of the authentication message exchange. Even if the encrypted value returned from the untrusted chip is seen as "pre-programmed" on this basis, as set forth in the Office Action, there still is no reading of any externally readable memory in order to obtain this value from the untrusted chip. Rather, the untrusted chip automatically returns this value to the trusted chip as part of the message exchange protocol, without any reading of an externally readable memory.

In fact, the Office Action has not identified any specific memory in the untrusted authentication chip as being "externally readable". Perhaps the Office Action is referring to whatever mechanism the untrusted chip uses to hold the encrypted value just before sending it to the trusted chip. But it is incorrect to call any such mechanism an "externally readable memory" in the present context. The trusted authentication chip does not perform any action that can be characterized as a memory read operation between the time it provides the untrusted chip with the encrypted signature and the time that it receives the encrypted value automatically returned by the untrusted chip. Clearly the process of simply accepting an incoming message is not a memory read operation. And if the Office Action is suggesting that the overall message exchange that includes the transfer of the signature from the trusted chip to the untrusted chip amounts to an external reading operation, then clearly the encrypted value is not "pre-programmed" with respect to such operation. Thus, contrary to the assertion in the Office Action, Walmsley is not seen to teach or suggest at least these features of the independent claims, and thus these claims

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are allowable under 35 U.S.C. § 103(a) in view of Walmsley and either Gormish or Sekiya.

#### Newly Added Claims

Dependent claims 32-34 have been added and are believed to be in allowable condition. These claims further specify that the externally readable memory is a non-volatile memory pre-programmed with the vendor data and the first magic code prior to assembling the module into the computerized device. These claims are further distinguishable from Walmsley and the other art of record as there is no teaching or suggestion of pre-programming these values into an externally readable non-volatile memory prior to assembling the module into a computerized device in which the values will be used as part of the module verification process set forth in the claims. Support for these claims is provided within the Specification, for example, in Figures 2 and 3 and related text. No new matter has been added.

#### Conclusion

In view of the foregoing remarks, this Application should be in condition for allowance. A Notice to this affect is respectfully requested. If the Examiner believes, after this Response, that the Application is not in condition for allowance, the Examiner is respectfully requested to call the Applicants' Representative at the number below.

Applicants hereby petition for any extension of time which is required to maintain the pendency of this case. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 50-3661.

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If the enclosed papers or fees are considered incomplete, the Patent Office is respectfully requested to contact the undersigned collect at (508) 616-2900, in Westborough, Massachusetts.

Respectfully submitted,



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